

अमांक 1381-ज(I)-75/17746.—पूर्वी पंजाब युद्ध पुरस्कार अधिनियम, 1948 (जैसा कि उसे हरियाणा राज्य में अपनाया गया है प्रौर उसमें आज तक संशोधन किया गया है) की धारा 2(ए)(ए) तथा 3(ए) के अनुसार सौंपे गए अधिकारों का प्रयोग करते हुए हरियाणा के राज्यपाल निम्नलिखित अधिकारों को वार्षिक कीमत वाली युद्ध जारीर उत्तरे सामने दी गई फसल तथा राशि एवं संनद वें दी गई शर्तों के अनुसार सहर्ष प्रदान करते हैं :—

क्रमांक	ज़िला	जांशीर पाने वाले का नाम	गांव व पता	तहसील	फसल/वर्ष जब से जारीर दी गई	वार्षिक राशि
1	2	3	4	5	6	7
1	महेन्द्रगढ़	श्री सूरज सिंह, पुत्र शादी राम	बवानिया	महेन्द्रगढ़	रबी, 1973 से	150
2	„	श्री गनेशी राम, पुत्र कुलडा राम	बेरली कलां	रिवाड़ी	रबी, 1973 से	150
3	„	श्रीमती नारायणी देवी, विधवा प्रभाती लाल	„	„	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
4	„	श्री ओमकार, पुत्र श्योलाल	कारोली	नारनील	रबी, 1973 से	150
5	„	श्री अमर सिंह, पुत्र दोद राम	स्थाना	महेन्द्रगढ़	रबी, 1973 से	150
6	„	श्री बहादुर, पुत्र श्री श्योगर	खारीवाडा	नारनील	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
7	„	श्रीमती सरती देवी, विधवा मोहर सिंह	खान्डोडा	रिवाड़ी	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
8	„	श्री भूरा राम, पुत्र रामानन्द	तीवडा	नारनील	खरीफ, 1967 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
9	„	श्री निहाल सिंह, पुत्र छुबी राम	मण्डोला	रिवाड़ी	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
10	„	श्री प्रभाती लाल, पुत्र रामकरन	फतहपुरी पीपा	„	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
11	„	श्री कन्हैया लाल, पुत्र बिहारी	खान्डोरा	„	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150

क्रमांक	ज़िला	जागीर पाने वाले का नाम	गांव व पता	तहसील	फसल/वर्ष जब से जागीर दी गई	वार्षिक राशि
1	2	3	4	5	6	7
12	महन्दगढ़	श्रीमती सुगना देवी, विधवा मूल सिंह	बायल	नारनौल	रबी, 1973 से	150
13	,,	श्री उदमी राम, पुत्र भगवाना	सिलारपुर	,,	रबी, 1973 से	150
14	,,	श्रीमती भोली, विधवा लीला राम	दानी जेतपुर	रिवाड़ी	खरीफ, 1965 से रबी, 1970 तक	100
					खरीफ, 1970 से	150
15	,,	श्री सरदार सिंह, पुत्र खेम राम	रत्ता कलां	नारनौल	रबी, 1973 से	150

यशवन्त कुमार जैन,

विशेष कार्य अधिकारी, हरियाणा सरकार,  
राजस्व विभाग।

LABOUR AND EMPLOYMENT DEPARTMENT  
OREER

The 1st May, 1975

No. 4840-SLab-75/18345.—Whereas the occupier of M/S Delhi Faridabad Textiles Private Limited, 20/5 Mile Stone, Mathura Road, Ballabgarh M/s Vijeta Textiles, 20/5 Mile Stone Mathura Road, Ballabgarh and M/s Brar Cloth Finishing and Printing Mills, 20/5 Miles stone, Mathura Road, Ballabgarh, has made an application for the amalgamation on the above three factories and treating them as one factory under the name and style M/s Delhi Faridabad Textiles Private Ltd., 20/5 Mile Stone Mathura Road, Ballabgarh.”.

Now, therefore, in exercise of the powers conferred by section 4 of the Factories Act, 1948 the Governor of Haryana hereby directs that the above mentioned factories shall be treated as a single factory namely, M/s Delhi Faridabad Textile Private Ltd., 20/5 Miles stone Mathura Road, Ballabgarh.

The 29th May, 1975

No. 5161-41-75/16619. In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the Management of M/s. Tara Industries, Bahadurgarh.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT,  
HARYANA, ROHTAK.

Reference No. 62 of 1974.

Between

Shri Om Parkash Sharma and the management of M/s. Tara Industries, Bahadurgarh.

Present :

Shri Onkar Parshad, for the workman.

Shri Surinder Kaushal, for the management.

### AWARD

Shri Om Parkash Sharma workman concerned was in the service of M/s Tara Industries, Bahadurgarh, as a Pressman. The management dismissed him from service on 12th February, 1974. According to him, the dismissal order was passed in an illegal manner and he was, therefore, entitled to reinstatement with full back wages. His demand for reinstatement etc., having not been accepted by the management, he took up the matter for conciliation by means of demand notice dated 19th February, 1974, which, however, ended in failure.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, referred the above dispute for adjudication to this court,—vide order No. ID/RK/261-A-74/31188-92, dated 11th September, 1974, with the following term of reference :—

“Whether the termination of services of Shri Om Parkash Sharma was justified and in order ? If not, to what relief is he entitled ?”

The parties put in their respective pleadings. The workman did not file any separate statement of claim and it was urged that the demand notice leading to the present reference Ex. M. 9 be treated as his statement of claim in the case. The management pleaded that this workman was in the habit of remaining absent from duty without permission and had not attended his duty from February, 1973 to January, 1974 for a number of days every month and in spite of warnings given to him from time to time he had not cared to improve himself in being regular in attendance. It was further stated that he was given several charge-sheets in this

behalf but without any satisfactory result. Being a habitual absentee the management could not afford to retain him in service and no reasonable explanation was since forthcoming to explain his above conduct the management had no alternative but to dismiss him from service. In his replication, the workman referred to the charge-sheet dated 6th February, 1974 regarding his absence from duty on 21st January, 1974 and his explanation dated 7th February, 1974 wherein it had been mentioned that he was unavoidably busy for the watering of his field but the management did not give due consideration to this explanation.

The only issue that arose for determination from the pleadings of the parties was as per the term of reference stated above.

The management has examined one witness Shri C. K. Aggarwal, Partner-cum-Manager who has sworn testimony to the fact that this workman had joined service in October, 1972 but had remained absent from duty without leave for several days in each month up to January, 1974. He has further proved the charge-sheet dated 7th September, 1973 Ex. M. 1, letter dated 10th September, 1973 of the workman Ex. M. 2, reply sent to him by the management on 11th September, 1973 Ex. M. 3, charge-sheet dated 12th January, 1974 Ex. M. 4, another charge-sheet dated 6th February, 1974 Ex. M. 5, letter of the workman dated 7th February, 1974 Ex. M. 6, final letter of dismissal dated 12th February, 1974 Ex. M. 7, A.D. receipt Ex. M. 8.

Shri Om Parkash Sharma workman concerned has himself come into the witness-box and denied the allegation that he had been absenting himself from duty as alleged by the management. He has denied his signatures on Ex. M. 1 and with regard to Exs. M. 2, M. 3, M. 5 and M. 7, he has expressed his ignorance whether they bear his signatures or not and the same is his reply as far as the demand notice Ex. M. 9 is concerned. In re-examination, however, he has admitted his signatures on his explanation Ex. M. 7 and demand notice Ex. M. 9. In answer to a court question he has stated that he had

denied his signatures on Exs. M. 7 and M. 9, without seeing the same but with regard to the other documents he has again persisted in showing his ignorance whether he had signed the same or not. His authorised representative Shri Onkar Parshad has deposed that Exs. M. 7 and M. 9 were written by him at the instance of the workman who had signed the same in his presence. He has also expressed his ignorance about the signatures of this workman on the remaining documents referred to above.

The case has been fully argued on both sides and I have given due consideration to the facts on record. I have also carefully examined the signatures of the workman on the admitted documents Exs. M. 7 and M. 9 and also on the other documents about which he and his authorised representative have expressed ignorance. As would be clear from the facts discussed above, the main question which arises for determination in the case is whether the present workman was a habitual absentee from duty without proper leave or permission and the management was, therefore, justified in dismissing him from service on this charge. According to the management, he had joined service in October, 1972 and had remained absent from duty for one day in October, for 2 days in November, for 2 days in December, 1972, for 4 days in January, for 4 days in February, for one day in March, for 3 days in April, for 3 days in May, for 3 days in June, for 6 days in July, for 2 days in August, for 3 days in September, for 3½ days in October, for 5½ days in November, for 3 days in December, 1973 and for 6 days in January, 1974 without obtaining prior leave or permission of the management. He has not been able to refute successfully the above allegation of the management in the case. He had been given charge-sheets and warnings to improve his attendance but without any effect. In regard to the charge-sheet dated 6th February, 1974 regarding his absence from duty on 21st January, 1974,—vide Ex. M. 5, he had submitted his explanation that he had to go to attend to the work connected with the watering of his field. Even if that be true he ought to have obtained prior permission of the management for remaining on leave on that date. But for reasons best known to him he did not adopt this course. His previous conduct

also shows that he was in the habit of absenting himself from duty for several days every month ever since he had joined his duty in October, 1972 and the various warnings given by the management asking him to improve his attendance did not have the desired effect on him. He has no doubt denied this allegation of the management but he does not appear to be a truthful person as in his cross-examination he has denied his signatures even on the admitted documents his explanation Ex. M. 7 and the demand notice Ex. M. 9, given by Shri Onkar Parshad at his instance and under his signatures. His signatures do appear on several other documents produced by the management referred to above but he has either denied the same or expressed his ignorance about this matter which speaks for his conduct.

Taking into consideration the conduct of the present workman in remaining absent from duty from time to time without any proper authorisation, the management was perfectly justified in dismissing him from service. He had been given warnings and charge-sheets from time to time which shows that the management had no *mala fide* intention in dispensing with his services and when these warnings did not have the desired effect and the workman did not care to be regular in attendance, the management had no alternative but to dispense with his services. After all, how long could the management afford this workman to remain absent from duty without proper leave or permission as and when he liked. Any further indulgence shown to him would have had an undesirable effect on the other workers in the factory.

So, taking into consideration all the facts and circumstances of the case, oral as well as documentary, discussed above, I am quite clear in my mind that the termination of services of the present workman by the management was perfectly justified and in order and, in the result, he is not entitled to any relief by way of reinstatement or payment of back dues. The award is made accordingly. There shall, however, be no order as to costs.

O. P. SHARMA,  
Presiding Officer,  
Labour Court, Haryana,  
Dated 12th May, 1975. Rohtak.

No. 118, the 13th May, 1975.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments,

Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

The 11th June, 1975

**No. 5517-4-Lab-75/17989.**—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the Management of Messrs The Karnal Haryana Co-operative Marketing-cum-Processing Society, Ltd., Karnal.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 5 of 1973

between

SHRI GANGA DHAR BHATIA AND THE MANAGEMENT OF THE KARNAL HARYANA CO-OPERATIVE MARKETING-CUM-PROCESSING SOCIETY, LTD., KARNAL

Present—

Shri Surinder Kaushal for the management.

Nemo for the workman.

#### AWARD

Shri Ganga Dhar Bhatia, workman, concerned was in the service of Messrs The Karnal Haryana Co-operative Marketing-cum-Processing Society, Ltd., Karnal, as an Accountant. The following dispute between him and the management was referred for adjudication to this Court,—*vide* order No. ID/KNL/154-A-73/10078, dated 12th March, 1973, in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Shri Ganga Dhar Bhatia was justified and in order ? If not, to what relief is he entitled ?”

On receipt of the order of reference usual notices were given to the parties and they were called upon to put in their respective pleadings. It was stated on behalf of the workman concerned that the demand notice on the basis of which the dispute was referred for adjudication be treated as his statement of claim in the case. On an earlier date, Shri R.L. Gupta, Legal Adviser, Chandigarh, had appeared on behalf of the management and on his request the case was adjourned for the filling of the written statement subject to payment of Rs 25 as costs and the case was fixed for 10th July, 1973. No written statement was filed on that date and it was represented by Shri R.L. Gupta that he had no instructions from the management. In the circumstances, the case was proceeded ex-parte and was fixed for the ex-parte evidence of the workman in support of his claim for 12th July, 1973. He made his own statement besides examining Shri Harbans Lal, General Secretary of the General Transport Workers Union (Registered), Karnal as P.W. 2. After considering the evidence produced by the workman an ex-parte award was made in his favour on 16th July, 1973 holding the termination of his services as not justified and in order and, in the result, he was entitled to reinstatement with full back wages and also Rs 50 as costs of the proceedings.

The award was published in the State Gazette but before it became enforceable an application for setting aside the same was made on behalf of the management on 3rd September, 1973 with the allegation that it had no notice of the date/dates of proceedings fixed in the case and, therefore, could not appear to contest the claim of the workman. Notice of this application was given to Shri G. D. Bhatia, workman concerned. He filed his reply refuting the allegation of the management and the following issue was framed.

(i) Whether there are sufficient grounds for setting aside the ex-parte award in question ?

Evidence was led on both sides. Shri Shiv Rattan, Manager of the Society appeared as A.W. 1 and made a detailed statement that the management had no knowledge of the date of hearing fixed in the case. He further deposed that the services of Shri G.D. Bhatia had been terminated on account of acts of serious misconduct committed by him by misappropriating the funds of the Society. On the other hand, the workman made his own statement denying the above allegation of the management.

After hearing the parties and considering the facts brought on record, the ex-parte award was set aside,—*vide* order dated 21st October, 1974 subject to payment of Rs 50 as costs by the management and the workman

concerned was directed to put in his detailed statement of claim on 18th November, 1974, with advance copy to the management, so that written statement could also be filed on that date. The management appeared on the date fixed, but not the workman nor his authorised representative. The case was fixed for 16th December, 1974 at Ambala Cantt., 10th March, 1975 at Panipat, 21st April, 1975 and 15th May, 1975 at Ambala Cantt., but in spite of registered notices of the date/dates of hearing fixed in the case, the workman did not appear in person or through authorised representative. On 17th May, 1975, the management was directed to file a detailed written statement with regard to the allegations of misappropriation of the funds of the Society by the workman and the case was fixed for this purpose on 20th May, 1975.

The management has filed the detailed written statement and Shri Jagdish Mitra present Accountant has come into the witness-box and made a detailed statements supported with photostat copies of the vouchers Exts. M. 1 to M. 8. According to him, Shri G. D. Bhatia had realised the amount of Rs 46,384/91 during the period from 15th July, 1969 to 19th July, 1969,—*vide* vouchers (photostat copies Exts. M. 1. to M.4) but he had deposited in the Bank account of the Society only the sum of Rs 30,000 and thus misappropriated the remaining sum of Rs 16,384.91. According to this witness Shri G.D. Bhatia received payment of Rs 39,000 during the period from 19th March, 1969 to 2nd June, 1969 for the purchase of sugar but accounted for only the sum of Rs 29,241.02 and gave no explanation for the balance amount of Rs 9,758.98. Photostat copies of the original vouchers pertaining to the amount of Rs 39,000 are Exs. M.5 to M.8. It has further been deposed by Shri Jagdish Mitra that the amount of Rs 29,241.02 out of the sum of Rs 39,000 received by him for the purchase of sugar even was accounted for after the lapse of 2 months. The case about the embezzlement of the aforesaid amounts of the Society was referred for arbitration under section 55 of the Punjab Co-operative Societies Act, 1961 and the Arbitrator gave the award on 8th February, 1972 certified copy Ex. M.9. According to the findings of the Arbitrator the allegations of misappropriation of the funds of the Society by Shri G.D. Bhatia were found to be correct and the case having been fully established the award was made against him. He was directed to pay to the Society the sum of Rs 26,141.79 embezzled by him besides interest on the amount upto 31st December, 1970 Rs 3,812.96 and Rs 11,982.58 P. as costs and the total amount of Rs 41,930.96 P. was payable by 10th March, 1972.

I have heard the learned representative of the management and given a careful consideration to the evidence on record, oral as well as documentary. As already observed, there were serious allegations of misconduct against this workman in the discharge of his duties as an Accountant inasmuch as he had embezzled the sum of Rs 26,143.79 which had not been accounted for. The management referred the matter to the Arbitration of Shri Mehar Singh, Inspector, Cooperative Societies as required under section 55 of the Punjab Co-operative Societies Act. The Arbitrator, after making necessary enquiry upheld the allegations of misconduct levelled against the workman by the Society and accordingly gave the award against him as discussed in detail above. The original vouchers were produced before the Arbitrator and photostat copies of the same have been filed in the present case along with a certified copy of the award of the Arbitrator. There is manifestly no reason to disbelieve this overwhelming evidence, oral as well as documentary, produced by the management (respondent Society) especially when the workman concerned is not coming forward to pursue his claim in spite of notices issued to him under registered covers.

So, taking into consideration all the facts and the circumstances of the case, I am convinced that the present workman Shri G.D. Bhatia was guilty of acts of serious misconduct in the discharge of his duties as an Accountant by misappropriating huge amounts of the respondent Society and as such the termination of his services was perfectly justified and in order. The award is accordingly made in supersession of the ex-parte award dated 16th July, 1973 which already stands quashed,—*vide* order dated 21st October, 1974 holding that the workman concerned is not entitled to any relief by way of reinstatement or payment of back wages. There shall, however, be no order as to costs.

O.P. SHARMA,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

Dated 22nd May, 1975.

No. 1407, dated 2nd June, 1975

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O.P. SHARMA,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.